

Now
TEA 200-D

AG Contract No. KR96 2499TRN
ADOT ECS File No. JPA 96-146
Project: STP/EH-900-0(158) Design
Project STP/EH-900-0(159) Constr.
Tracs No. H 4466 01 D Design
Tracs No. H 4466 01 C Construction
Section: U.S. Routes 89 & 89A,
S.R.389 and I-15
Vermillion Cliffs Hwy. Interpretive
Sites

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE UNITED STATES DEPARTMENT OF INTERIOR
BUREAU OF LAND MANAGEMENT

THIS AGREEMENT is entered into 8 January, 1998,
pursuant to Arizona Revised Statutes, Sections 11-951 through 11-
954, as amended, between the STATE OF ARIZONA, acting by and
through its DEPARTMENT OF TRANSPORTATION (the "State") and the
UNITED STATES DEPARTMENT OF INTERIOR, BUREAU OF LAND MANAGEMENT,
acting by and through its Contracting Officer (the "BLM").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes
Section 28-108 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has delegated
to the undersigned the authority to execute this agreement on
behalf of the State.

2. The BLM is empowered by Title 16 USC 532-538 and USC 572
Ref: FSM 15184.13 to enter into this agreement and has authorized
the undersigned to execute this agreement on behalf of the BLM.

3. The US Intermodal Surface Transportation Efficiency Act
(ISTEA) of 1991 includes provisions for the Enhancement Fund
which establishes a program providing State administered funds to
be used for the development of transportation related enhancement
projects. The BLM has been allocated ISTEA funds in the amount
of \$227,480.00 with a \$14,520.00 State match for a new roadway
turnout, the reconstruction of three existing turnouts, and
placing interpretive panels.

THEREFORE, in consideration of the mutual agreements expressed
herein, it is agreed as follows:

NO. <u>21299</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>01/08/97</u>
<u>Jane Lee Hull</u> Secretary of State
By <u>Vicky Greenewald</u>

II. SCOPE

1. The BLM will:

a. Design, call for bids, award and administer one or more construction contracts to construct one new turnout, reconstruct three existing turnouts, and place interpretive panels at these locations in addition to four other existing locations and upon completion provide maintenance with the assistance of the USDA Forest Service, the Town of Fredonia, Marble Canyon Lodge and the State each within its respective jurisdiction.

b. Title and plan sheets shall list the FHWA federal aid number and the ADOT tracs number in addition to BLM contract or project numbers.

c. Invoice the State for the cost of completed work on the improvements, in a total amount not to exceed \$242,000.00.

2. The State will:

Pay the BLM within 30 days after receipt and approval of an invoice, in a total amount not to exceed \$242,000.00.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said payment and improvements; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be cancelled at any time prior to the commencement of performance under this contract, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Arizona Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511 pertaining to conflicts of interest on behalf of State employees.

4. The provisions of Arizona Revised Statutes Section 35-214 pertaining to audit are applicable to this contract.

5. Applicable laws of the State and Federal government shall govern the rights of the parties with respect to the performance of this agreement. The parties hereto shall select a process for the resolution of claims or disputes relating to this agreement, compliant with applicable laws and regulations of the State and Federal government, and acceptable to the State and Federal government. Such process will include a provision for arbitration.

6. No member of, or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this agreement, or to any benefits that may arise therefrom; but this provision shall not be construed to extend to this agreement if made with a corporation for its general benefit.

7. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007

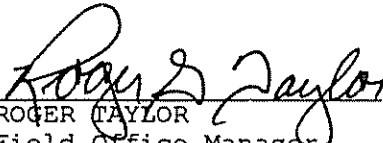
United States Department of Interior
Bureau of Land Management
Arizona Strip Field Office
345 E. Riverside Drive
St. George, Utah 84770-6714

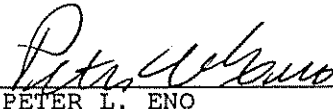
8. Attached hereto and incorporated herein is the written determination of legal counsel that the State is authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

US DEPARTMENT OF INTERIOR
Bureau of Land Management

STATE OF ARIZONA
Department of Transportation


By 
ROGER TAYLOR
Field Office Manager

By 
PETER L. ENO
Contract Administrator

RESOLUTION

BE IT RESOLVED on this 13th day of November 1996, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with the US Bureau of Land Management for the purpose of defining responsibilities for the design, construction and maintenance of highway turnouts and interpretive signing on US-89, US-89A, I-15 and SR-389 for the Vermillion Cliffs Highway Sites.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Contract Administrator for approval and execution.


for LARRY S. BONINE
Director

DETERMINATION

Arizona Contract No. JPA 96-146, which is an agreement between public agencies; to wit; the STATE OF ARIZONA, DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, the UNITED STATES DEPARTMENT OF THE INTERIOR, BUREAU OF LAND MANAGEMENT has been reviewed by the undersigned for the United States who has determined that it is in the proper form and within the powers and authority granted to the United States.

No opinion is expressed as to the authority of the State of Arizona to enter into said agreement.

DATED this 16th day of December, 1996.

THE UNITED STATES OF AMERICA

By Roger D Taylor



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

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GRANT WOODS
ATTORNEY GENERAL

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR96-2499TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED January 2, 1997.

GRANT WOODS
Attorney General

JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:ct/2850